



GSA National Capital Region

MAR 12 2012

(b) (6)

Vornado/Charles E. Smith
2345 Crystal Drive, Suite 1000
Arlington, VA 22202

Re: Freedom of Information Act (FOIA) Request No. 212290

(b) (6)

This letter is in response to your Freedom of Information Act (FOIA) request dated January 18, 2012, in which you requested "a copy of the SF-2 and SLAs related to GS-11B-01652."

Please find enclosed a copy of the requested information. We are unable to release certain information contained in the Standard Form 2 that is considered to be trade secrets, commercial or financial information that is privileged or confidential and, therefore, is considered exempt under the forth statutory exemption of the Freedom of Information Act, 5 U.S.C. § 552(b)(4).

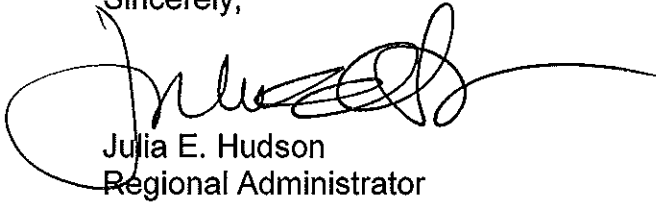
This constitutes a denial under FOIA. You may appeal this decision to the General Services Administration no later than one hundred and twenty (120) days from receipt of this decision by writing to the following address:

Freedom of Information Act
Executive Secretariat Division (ADE)
General Services Administration
1800 F Street, NW, Room 3116
Washington, DC 20405-0001

Your appeal must be in writing and should summarize your rationale regarding why the complete documentation should be released. You will need to enclose copies of your initial request and this denial. Both the appeal letter and the envelope should be marked prominently, "Freedom of Information Act Appeal."

This completes the action on your request. Should you have any questions, please do not hesitate to contact Ms. Toni Slappy, FOIA Coordinator, at (202) 205-0553.

Sincerely,

A handwritten signature in black ink, appearing to read "Julia E. Hudson", with a long horizontal flourish extending to the right.

Julia E. Hudson
Regional Administrator

Enclosure

STANDARD FORM 2
FEBRUARY 1985 EDITION
GENERAL SERVICES ADMINISTRATION
FPR (41CFR) 101-11.6

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE: AUG 15 2003

LEASE # GS-11B-01652

THIS LEASE, made and entered into this date between: **5611 Columbia Pike LLC**

Whose address is: Attention: Timothy D. Jaroch
195 Worcester Street
Suite 301
Wellesley Hills, Massachusetts 02481

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 144,551 BOMA Rentable Square Feet (RSF) [equivalent to 129,644 ANSI/BOMA Office Area Square Feet (BOUSF)] of office and related space (consisting of 530 RSF on the LL (455 BOUSF), 11,602 RSF on the 1st Floor (10,384 BOUSF), and the entirety of floors 4-7) and 2 reserved parking spaces (spaces 118 and 119) in the building known as **Suffolk Building**, and which building is located at **5611 Columbia Pike, Falls Church, Virginia 22041**.

To be used for SUCH PURPOSES AS DETERMINED BY THE GOVERNMENT.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN YEAR FIRM term beginning SEE SFO Paragraph 3.16 and Attachment #2, through SEE SFO Paragraph 3.16 and Attachment #2, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor an annual rent of \$3,197,021.04 [approximately \$22.12/RSF and \$24.66/BOUSF (See Rider 1)] at the rate of \$266,418.42 per MONTH in arrears. The Government shall receive FREE RENT for the first three (3) months from rent commencement of this lease without any payment of base rent, operating expenses, or amortization on a \$15.00 per BOUSF Tenant Improvement allowance. Operating costs are subject to annual adjustments in accordance with Paragraph 3.5 of the SFO. Rent for a lesser period or lesser space shall be prorated. Rent checks shall be payable to:

5611 Columbia Pike LLC
Attention: Timothy D. Jaroch
195 Worcester Street
Suite 301
Wellesley Hills, Massachusetts 02481

4. The government may terminate this lease at any time after the seven (7) year anniversary date of this lease upon 180 days written notice to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. In the event the Government terminates this lease after the seven year anniversary date, the Government shall pay lump sum for the remaining principal on the amortized tenant improvements.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS FULL SERVICE LEASE.

LESSOR [Signature] GOVT [Signature]

EXCEPTION TO SF2 APPROVED GSA/IRMS 12D89

- a) The annual rent set forth in paragraph 3 is inclusive of the Lessor providing all Building Shell Requirements including, but not limited to, full compliance with all Fire and Life Safety and full handicapped accessibility compliance throughout the Government demised area.
- b) The annual rent set forth in Paragraph 3 includes a \$15.00 per BOUSF (129,644 BOUSF x \$15.00TI = \$1,944,660) tenant improvement (TI) allowance for the office space amortized (b) (4) interest per annum. The Government reserves the right to amortize additional tenant improvements, not to exceed a total TI of \$31.92/BOUSF, at a rate of 9% interest per annum.
- c) The total cost of markups for the Lessor's general contractor, Lessor's overhead, general conditions and other profit and/or fees for tenant improvements and change orders on the entire space offered shall be (b) (4) of tenant improvements and (b) (4) per BOUSF of tenant improvements. These rates apply even if the Government finances the TI Lump Sum through an RWA.
- d) The Government's share of tax increases/ decreases and percentage of occupancy for the purpose of computing tax adjustments per the SFO, in Paragraph 3.3 entitled "TAX ADJUSTMENT (Sep 2000)" and Paragraph 3.4 entitled "Percentage of Occupancy" shall be 57.2379% based on an occupancy of 144,551 RSF in a building of 252,546 RSF.
- e) The Government's base rate for operating costs for the purposes of calculating operating cost escalations as described in the SFO Paragraph 3.5 entitled "Operating Costs (NCR VARIATION (NOV 2001))" shall be (b) (4) as indicated on the GSA Form 1217 attached hereto.
- f) Normal hours of operation are extended from 7:00 AM to 7:00 PM Monday through Friday (except Federal holidays) and 8:00 AM to 4:00 PM Saturdays, excluding Sundays and federal holidays. Operation outside of these hours will be on an overtime basis. The overtime rate for services and utilities is SEE RIDER 2. The minimum of 4 hours will be charged for each usage of weekend overtime. See paragraph 7.3 of the SFO entitled "Overtime Usage (SEP 2000)".
- g) In the case of conflict between this GSA Standard Form 2 (SF-2), Rider 1, Rider 2 and SFO# 03-013, the terms specified in this SF-2 shall govern.

7. The following are attached and made a part hereof:

- a) SOLICITATION FOR OFFERS #03-013, 46 PAGES
- b) ATTACHMENT #1, RATE STRUCTURE, 2 PAGES
- c) ATTACHMENT #2, CONSTRUCTION SCHEDULE, 1 PAGE
- d) ATTACHMENT #2, EXHIBIT A "DESIGN AND CONSTRUCTION SCHEDULE" 1 PAGE
- e) ATTACHMENT #3, SCOPE OF WORK, 2 PAGES
- f) ATTACHMENT #4, FIRE PROTECTION AND LIFE SAFETY EVALUATION, 10 PAGES
- g) GSA FORM 1217, LESSOR'S ANNUAL COST STATEMENT, 1 PAGE
- h) GSA FORM 3517, GENERAL CLAUSES, 26 PAGES
- i) GSA FORM 3518, REPRESENTATIONS AND CERTIFICATIONS, 4 PAGES
- j) FLOORPLAN(S) AND PARKING SITE PLAN, 4 PAGES
- k) PROGRAM OF REQUIREMENTS (DATED 3/27/2003), 74 PAGES
- l) UNIT COSTS FOR ADJUSTMENT EXHIBIT, 1 PAGE
- m) DOD UNIFIED FACILITIES CRITERIA (UFC 4-010-01), 49 PAGES
- n) RIDER 1 TO STANDARD FORM 2, 2 PAGES
- o) RIDER 1 TO STANDARD FORM 2, EXHIBIT A, 1 PAGE
- p) RIDER 2 TO STANDARD FORM 2, HVAC OT, 2 PAGES
- q) RIDER 3 TO STANDARD FORM 2, SECURITY RIDER, 1 PAGE
- r) RIDER 3 TO STANDARD FORM 2, SECURITY RIDER, EXHIBIT A

8. The following changes were made in this lease prior to its execution: Paragraphs 5 was deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: 5611 Columbia Pike LLC, Attention: Timothy D. Jaroch, 195 Worcester Street, Suite 301, Wellesley Hills, Massachusetts 02481

BY (b) (6) BY Manager Title

IN PRESENCE OF (b) (6) ADDRESS 195 Worcester St, Suite 301

UNITED STATES OF AMERICA Wellesley Hills, MA 02481

BY (b) (6) CONTRACTING OFFICER, GSA, Metropolitan SDT

T.C. Halrston

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE	SUPPLEMENTAL AGREEMENT	DATE MAR 9 2004
SUPPLEMENTAL LEASE AGREEMENT	No. 1	
	TO LEASE NO. GS-11B-01652	
ADDRESS OF PREMISES 5611 Columbia Pike Falls Church, Virginia 22041		
THIS AGREEMENT, made and entered into this date by and between 5611 Columbia Pike LLC		
whose address is Attention: Timothy D. Jaroch 195 Worcester Street, Suite 301 Wellesley Hills, Massachusetts 02481		
hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:		
Subject to the completion of all punch list items, the lease premises is accepted as substantially complete. Office and related space has been accepted and the composite rent start date is December 16, 2003.		
Effective December 16, 2003, rent shall be deemed to have commenced for the leased premises.		
Paragraph 2: TO HAVE AND TO HOLD the said premises with their appurtenances for the TEN YEAR FIRM TERM, beginning December 16, 2003, through December 15, 2013, subject to termination and renewal rights as may be hereinafter set forth.		
This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no monies whatsoever are due under this agreement until thirty days after the date of execution.		
All other terms and conditions of the lease shall remain in force and effect.		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: 5611 Columbia Pike LLC		
By _____ (SIGNATURE)	<i>Manager</i> _____ (Title)	
In The Presence Of:		
<i>(b) (6)</i> _____ (Signature)	<i>195 Worcester St. Wellesley, Ma.</i> _____ (Address)	
United States of America		
<i>(b) (6)</i> _____ (signature) T.C. HAIRSTON	<u>Contracting Officer</u> <u>GSA, NCR, PBS, NOVA</u> (Official Title)	

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 13	DATE June 30, 2009 (Page 1 of 3)
TO LEASE NO. GS-11B-01652		
ADDRESS OF PREMISES: Suffolk Building 5611 Columbia Pike Falls Church, Virginia 22041		
THIS AGREEMENT, made and entered into this date by and between, SUFFOLK BUILDING LLC Whose address is: c/o Carr Properties 1776 Eye Street, NW, Suite #500 Washington, DC 20006 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WHEREAS, the parties hereto desire to amend the Lease. WHEREAS, this Supplemental Lease Agreement (this "SLA") is for, among other things, the purpose of memorializing the Government's lease of additional premises in the Suffolk Building located at 5611 Columbia Pike, Falls Church, VA. NOW, THEREFORE, these parties, for the consideration hereinafter mentioned, covenant and agree that the said Lease is hereby amended effective as of July 1, 2009 (the "Effective Date") as follows:		
1. From and after the Effective Date, the Government hereby leases an additional 113,697 BOMA rentable square feet (BRSF) (104,281 BOMA usable square feet (BOUSF)) of office and related space consisting of the remainder of the building located at 5611 Columbia Pike, Falls Church, Virginia 22041 (the "Expansion Space"). The Expansion Space is being leased in addition to the original 144,551 BOMA rentable square feet (BRSF) described in Paragraph 1 of the SF2 of the Lease (the "Original Space") (the Expansion Space and the Original Space, collectively, the "Entire Space"). As such, from and after the Effective Date, the Entire Space shall consist of 258,248 BRSF (233,925 BOUSF). 2. Notwithstanding Paragraph 2 of the SF2 (as amended by SLA No. 1), the term of the Lease for the Entire Space shall expire June 30, 2013. 3. From and after the Effective Date, the Government shall pay the Lessor an annual rent of \$3,658,769.46 (\$32.18/BRSF) for the Expansion Space at the rate of \$304,897.46 per month in arrears. The annual rent does not include janitorial costs, which will be handled as described below in Paragraph 9. Operating costs are subject to annual adjustments in accordance with Paragraph 3.5 of the SFO and such adjustments shall be made annually from the Effective Date. Rent for a lesser period shall be prorated. Rent checks shall be payable to: Suffolk Building LLC, c/o Carr Properties, 1776 Eye Street, NW, Suite #500, Washington, DC 20006-3716, or in accordance with the provision on electronic payment of funds.		
(continued on page 2)		
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.		
LESSOR: SUFFOLK BUILDING LLC		
By: (b) (6) _____ (Name)	E.V.P. _____ (Official Title)	
IN THE PRESENCE OF (witnessed by)		
(b) (6) _____ (Signature)	1776 Eye Street, NW, Suite 500 Washington, DC 20006 (Address)	
UNITED STATES OF AMERICA		
(b) (6) _____ (Signature) TC Hairston	Contracting Officer (Official Title)	

Supplemental Lease Agreement No. 13 to Lease No. GS-11B-01652

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4. From and after the Effective Date, the Government shall pay the Lessor an annual rent of \$3,290,397.71 (\$22.76/BRSF) for the Original Space at the rate of \$274,199.81 per month in arrears. The annual rent does not include janitorial costs, which will be handled as described below in Paragraph 9. Therefore, the new annual rent for the Entire Space is \$6,949,167.17 (blended rate of \$26.91/BRSF) payable at a rate of \$579,097.26 per month in arrears. Operating costs are subject to annual adjustments in accordance with Paragraph 3.5 of the SFO. Rent for a lesser period shall be prorated. Rent shall be paid to the address set forth in Paragraph 3 above.

5. Paragraph 4 of the SF2 of the Lease is hereby deleted in its entirety and the following is inserted in lieu thereof:

"The Government has a one-time right to terminate this Lease effective as of July 1, 2012 upon providing the Lessor with advance written notice of such termination on or before July 1, 2011, and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. In the event that the Government terminates this Lease as provided for herein, the Government shall pay a lump sum to the Lessor in the (b) (4) for the remaining principal on the amortized tenant improvements for the Original Space. The Government shall pay such amount to the Lessor together with the Government's delivery of notice to the Lessor as required herein."

6. The Government hereby represents that, as of the Effective Date, the building complies with the Anti-Terrorism Force Protection Standards and the Unified Facilities Criteria security standards of the Department of Defense (as such names may be changed from time to time) and that the building is viable for future Department of Defense (as such name may be changed from time to time) tenancy.

7. From and after the Effective Date, the operating cost base (net of janitorial costs) for the Entire Space will be (b) (4) subject to annual CPI adjustments as provided in Paragraph 3.5 of the SFO. Of the operating cost base set forth in the preceding sentence (b) (4) is attributable to electricity costs. The Government and Lessor agree that this is comparable to the BOMA average. To the extent that actual electricity costs for any lease year shall exceed the (b) (4) (to be adjusted annually in accordance with the annual CPI adjustments in Paragraph 3.5 of the SFO), after presentation of an invoice submitted in accordance with General Clause 24 and proof of the actual electricity costs, the Government shall pay to the Lessor promptly in a lump sum the amount by which the actual electricity costs exceed the base operating costs attributable to electricity (b) (4) as adjusted annually for CPI). Proof of the actual electricity costs may include, at the Government's discretion, a verification of the meter readings. The Lessor and Government agree to review this electricity arrangement after reviewing the actual electrical costs for the twelve months following the execution of this SLA.


8. From and after the Effective Date, the Government's percentage of occupancy for the Entire Space for purposes of real estate tax adjustments is 100%. The real estate tax base for purposes of adjustment pursuant to Paragraph 3.3 of the SFO (b) (4)

9. From and after the Effective Date, the Government shall be responsible, at its sole cost and expense, for all cleaning or other janitorial services, supplies, or equipment for the entire building (including, but not limited to, the Entire Space and all common areas); the Government is not entitled to any credit therefor. SLA No. 3 shall be deemed null and void to the extent that it provides a credit to the Government for cleaning or other janitorial services, supplies, or equipment. In lieu of a credit therefor, the rental rate set forth in Paragraph 4 above for the Original Space reflects a rent reduction of (b) (4) from the rental rate for the Original Space in effect immediately before the Effective Date.

10. The Government accepts the Entire Space in its "as existing" condition, as further described in Exhibit A attached hereto and made a part hereof.

11. The Government hereby exercises its entitlement to control the entirety of the parking area of 567 spaces at an annual rate of \$476,280.00 (\$70.00 per space per month) for a fixed period to coincide with the lease term. The payment for the parking shall be paid on a monthly basis, separately from rent paid under this Lease for the Entire Space.

Lessor 

Government 

Supplemental Lease Agreement No. 13 to Lease No. GS-11B-01652

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12. The terms and conditions of Section 7.1B of the SFO and Paragraph 1 of Rider 1 to the SF-2 of the Lease shall apply to any special equipment as defined in Rider 1, anywhere in the entirety of the Leased Premises, whether existing prior to the execution of this SLA, or thereafter installed, during the term of the Lease for the Entire Space. The Lessor shall not be responsible for the replacement of any such special equipment installed by the Government or damaged by the Government during the term of the Lease for the Entire Space.

13. Rider 2 to the SF-2 of the Lease is hereby deleted in its entirety and following is substituted in lieu thereof:

"Lessor agrees to provide overtime heating and cooling at a rate of (b) (4). All Government requests for overtime made pursuant to Section 7.3(C) of the SFO must be in writing and a (b) (4) will apply for each service request."

14. The Lessor shall not be responsible for the payment of any commissions to the Government in connection with this SLA.

15. All other terms and conditions of the Lease shall remain in full force and effect. To the extent that anything contained in this SLA conflicts with, or is in any manner inconsistent with, any term, provision, section, or covenant of the Lease, including, but not limited to, any Rider, the SFO, or the General Clauses, the terms and conditions of this SLA shall control.

16. This SLA does not bind the parties until executed by both the Government and the Lessor.

Lessor

AS

Government

AS